

**PUBLIC BEACH PROTECTION IN 4 ILLINOIS COASTAL COMMUNITIES
BENEFICIAL USE OF DREDGED MATERIAL PILOT
SECTION 1122 PROJECT
LAKE BLUFF PARK DISTRICT, VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS
FOSS PARK DISTRICT, NORTH CHICAGO, LAKE COUNTY, ILLINOIS
GLENCOE PARK DISTRICT, GLENCOE, COOK COUNTY, ILLINOIS
CITY OF EVANSTON, COOK COUNTY, ILLINOIS**

REAL ESTATE PLAN

1. PURPOSE

This Real Estate Plan (REP), prepared in accordance with ER 405-1-12, presents the real estate requirements for the Section 1122 Public Beach Protection in 4 Illinois Coastal Communities Beneficial Use of Dredged Material Pilot Project and supports the Detailed Project Report. This Plan is tentative in nature, subject to change, and is preliminary for planning purposes only. This REP includes estimated land values and costs associated with the acquisition of lands, easements, rights-of-way, relocations and disposal areas (LERRDs) required for construction, operation and maintenance of the project. It also identifies any facility/utility relocations necessary to implement the project.

2. AUTHORITY

Section 1122 of WRDA 2016 required the U.S Army Corps of Engineers (USACE) to establish a pilot program to recommend ten projects for the beneficial use of dredged material. Under Section 1122 of WRDA 2016, the feasibility study is 100% federally financed, as is the incremental cost of transportation and placement of dredged material to implement an authorized project. Any additional measures beyond transportation and placement (including annual operation and maintenance) is cost-shared at 65% federal and 35% non-federal.

Section 1122 amends Section 204 of WRDA 1992 (33 U.S.C. 2326) dealing with the Continuing Authorities Program (CAP) for beneficial use of dredged material, specifically with regard to cost sharing of such projects. Section 204 of WRDA 1992 authorizes USACE to carry out projects for structural and non-structural flood control, hurricane and storm damage reduction, and environmental protection and restoration, in connection with dredging for construction, operation, or maintenance of authorized navigation projects.

3. NON-FEDERAL SPONSOR

There are four (4) non-Federal sponsors (sponsors) for this project: The City of Evanston, Foss Park District, Glencoe Park District, and Lake Bluff Park District. The sponsors submitted a proposal, "Public Beach Protection in 4 Illinois Coastal Communities", for inclusion in the Section 1122 Pilot Project Program during the February 8 to March 11, 2018 submission period. Their proposal is one of the ten projects selected by the U.S. Army Corps of Engineers Headquarters for further analysis and potential implementation.

The city of Evanston is located in the state of Illinois within Cook County. Evanston, incorporated in 1863, is populated by approximately 74,000 residents, and is located 13 miles north of the city of Chicago. The city of Evanston boasts 268 acres of parkland, which consists of 75 parks and playgrounds, as well as five beaches.

Foss Park District, incorporated in 1907, is a recreation fixture in the city of North Chicago, an Illinois city located in Lake County. North Chicago is home to nearly 30,000 residents and is located approximately 40 miles north of the city of Chicago. Foss Park District encompasses roughly 300 acres, which includes 5 neighborhood parks, 3 community parks, a community recreation center, a golf course, skate parks, band shells, basketball courts, and several soccer fields.

Glencoe Park District, established in 1912, serves the village of Glencoe, Illinois population of more than 8,800 residents. Glencoe, located within Cook County, positioned on the west side of Lake Michigan, is approximately 24 miles north of Chicago. Glencoe Park District features amenities including two tennis courts, two ice rinks, a golf course, and a boating facility.

Lake Bluff Park District, within the village of Lake Bluff, Illinois, is located in Lake County. Lake Bluff was incorporated in 1895, has a population of approximately 5,600 residents, and is located approximately 35 miles north of the city of Chicago. Lake Bluff Park District hosts 10 parks, an outdoor aquatic facility, a golf course, fitness center, and ice skating rink.

4. PROJECT DESCRIPTION

The purpose of this pilot project is to beneficially use dredge material from Waukegan Harbor to facilitate ecosystem restoration in the project areas of the four Illinois coastal communities. The pilot project includes: dredging and sand transport, onshore sand placement, and beach monitoring. These project activities may lead to the mitigation of storm damage including expensive remediation costs, damage to infrastructure (i.e., piers, break walls, beach access points, roads, and water/sewer pipes), and damage resulting from erosion and sediment overwash (such as significant drop-offs at beaches, which endanger public access points). This project may also lead to additional benefits such as stabilized stream systems and enhance shorelines, while also promoting recreation.

The Tentatively Selected Plan (TSP) for this project, Alternative 2b, includes placing dredged material (i.e., sand) from Waukegan Harbor at the six proposed placement sites (public beaches). The placement will involve direct on-beach placement of sand, for the purposes of ecosystem restoration and shoreline protection. This alternative will immediately restore beach habitat as well as provide protection from erosion.

It is anticipated that 60,000 cubic yards (CY) of dredged material will be available as a result of the FY 2021 maintenance dredging of Waukegan Harbor. The available material will be split evenly among the four project sponsors. Dredged material will be placed mostly above the water line via hydraulic offloading in an effort to restore and replenish the beach zone. Dredging would continue to be done mechanically and then transported offshore of the placement site by barge.

The success of this project may result in the creation of a project model for collaboration among multiple sponsors for the purpose of sustainable shoreline management. Through post-implementation monitoring, the lessons learned through this pilot project will be shared with other coastal communities that may be considering similar future investments in on-beach placement. The “Public Beach Protection in 4 Illinois Coastal Communities” pilot project may result in other Great Lakes Regions undergoing similar collaborative efforts to facilitate local, state, and federal cooperation in more sustainable shoreline management.

5. PROJECT LOCATIONS AND MAPS

The locations for this project include one location for dredging, as well as six locations for the placement of the dredged sediment (i.e., sand).

Project dredging will occur at Waukegan Harbor, an authorized Federal navigation harbor located in Waukegan, Illinois on the western shore of Lake Michigan. The harbor is located approximately 40 miles north of Chicago, Illinois, and 10 miles south of the Illinois-Wisconsin state line.

Waukegan Harbor was constructed in the 1850s and the USACE has conducted dredging operations in the area since 1889. In 1981 the inner harbor was listed as a Superfund Site. Since then, the inner harbor has undergone extensive remediation and is in the final process of being delisted as a Superfund site. The harbor is used for both industrial and recreational activities.

Three of the sponsors have identified one placement location, while one of the sponsors, the City of Evanston, has identified three locations for the placement of sand.

SPONSOR	PLACEMENT LOCATION
Foss Park District	Foss Park Beach in North Chicago, IL
Glencoe Park District	Glencoe Beach in Glencoe, IL
Lake Bluff Park District	Sunrise Beach in Lake Bluff, IL
City of Evanston	Dog Beach in Evanston, IL
City of Evanston	Greenwood Street Beach in Evanston, IL
City of Evanston	Lee Street Beach in Evanston, IL

A real estate map is attached to this plan and is identified as Exhibit “A”.

6. STANDARD ESTATES

In accordance with ER 405-1-12, Chapter 12, fee simple is the minimum interest in real property required to support this project due to the ecosystem restoration measures associated with the sand placement. Temporary work area easements will be necessary for accessing the sponsor sites as well as for staging and/or storage as needed. This is necessary to support the construction, operation, and/or maintenance of the project. The corresponding standard estates are detailed below.

FEE**8.87 TOTAL ACRES**

The fee simple title to the land described in Schedule A, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

FOSS PARK DISTRICT**0.99 ACRES****GLENCOE PARK DISTRICT****2.44 ACRES****LAKE BLUFF PARK DISTRICT****1.27 ACRES****EVANSTON****4.24 ACRES***DOG BEACH (1.27 ACRES)**GREENWOOD STREET BEACH (0.71 ACRES)**LEE STREET BEACH (2.26 ACRES)***TEMPORARY WORK AREA EASEMENT****7.37 TOTAL ACRES**

A temporary easement and right-of-way in, on, over and across the land described in Schedule A for a period not to exceed 12 months, beginning with the date possession of the land is granted to the United States, for use by the United States, its representatives, agents and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land to perform any other work necessary and incident to the construction of the Section 1122 Beneficial Use of Dredged Material Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Parcel ID	Estate	Acres	Ownership
100	Fee	0.99	Foss Park District
100E	Temporary Work Area Easement	2.23	Foss Park District
200	Fee	2.44	Glencoe Park District
200E	Temporary Work Area Easement	1.04	Glencoe Park District
300	Fee	1.27	Lake Bluff Park District
300E	Temporary Work Area Easement	1.04	Lake Bluff Park District
400	Fee	1.27	Evanston
400E	Temporary Work Area Easement	1.38	Evanston
400-2	Fee	.71	Evanston

400-2E	Temporary Work Area Easement	1.59	Evanston
400-3	Fee	2.26	Evanston
400-3E	Temporary Work Area Easement	0.09	Evanston

Except for lands below the Ordinary High Water Mark, the land required for this project is owned by each sponsor in fee simple. Temporary work area easements will be necessary for accessing the sponsor name sites as well as for staging and/or storage as needed. No disposal area is needed for this project.

7. NON-STANDARD ESTATES

There are no non-standard estates anticipated for this project.

8. INDUCED FLOODING

This project is not anticipated to create induced flooding.

9. NAVIGATION SERVITUDE

It is anticipated that Navigation Servitude will be utilized for this project. Each of the six placement locations include a portion where placement is anticipated underneath the Ordinary High Water Mark.

Consultation has been sought with Assistant District Counsel, Detroit, PDS Buffalo, regarding the use of Navigation Servitude for Section 1122 projects. The Section 1122 projects have been specifically authorized by Congress. Consequentially, Congress has directed USACE to place the dredged material within the navigable waters at the subject six public parks/beaches. Additionally, as related to the appropriateness of the use of Navigation Servitude, it is worth noting that Section 1122 amends Section 204 of WRDA 1992, which provides authority to carry out projects in connection with dredging for the construction, operation, or maintenance of authorized navigation projects. Research regarding the use of Navigation Servitude for placement underneath the Ordinary High Water Mark is ongoing.

Placement below the Ordinary High Water Mark for the six placement locations is equivalent to 10.55 acres. Listed below is the acreage of placement below the Ordinary High Water Mark for each placement location, and is depicted in the Real Estate map attached as Exhibit “A”.

FOSS PARK DISTRICT 4.29 ACRES

GLENCOE PARK DISTRICT 0.81 ACRES

LAKE BLUFF PARK DISTRICT 2.58 ACRES

EVANSTON 2.87 ACRES

DOG BEACH (0.85 ACRES)
GREENWOOD STREET BEACH (0.96 ACRES)
LEE STREET BEACH (1.06 ACRES)

10. EXISTING FEDERAL PROJECTS

There are no other Federal projects within the project limits.

11. FEDERAL-OWNED LAND

While there are no other Federal projects within the project limits, Foss Park Beach is located approximately one mile from the Great Lakes Naval Training Center. Sunrise Beach (Lake Bluff) is also approximately 3 miles south of Naval Station Great Lakes.

12. SPONSOR-OWNED LAND

The project work will take place on nearly 9 acres of public beach/park land owned by the project sponsors.

13. ENVIRONMENTAL CONSIDERATIONS

The sediment dredged from the Waukegan Approach Channel is mainly coarse littoral sand, with no notable chemical impurities. The risk of encountering any HTRW materials during the dredging of the Waukegan Approach Channel is considered very low.

The proposed placement of sand at the six project sites will be implemented in compliance with appropriate statutes, executive orders, memoranda and USACE regulations including the Natural Historic Preservation Act of 1966; the Endangered Species Act of 1973; the Fish and Wildlife Coordination Act; EO 12898 (environmental justice); EO 11990 (protection of wetlands); EO 11988 (floodplain management); and the Rivers and Harbors Act of 1899.

The proposed pilot project is in compliance with the Clean Air Act; the Clean Water Act, and the National Environmental Policy Act of 1969. There are no adverse environmental effects identified which cannot be avoided should the proposal be implemented [40 C.F.R. 1502.16; NEPA Section 102(2)I(ii)]. The proposed work does not have local and short-term effects to uses of the environment or Lake Michigan's coastal zone [40 C.F.R. 1502.16; NEPA Section 102(2)I(iv)]. There have been no irreversible and irretrievable commitments of resources identified resulting from the proposed action should it be implemented [40 C.F.R. 1502.16; NEPA Section 102(2)I(v)].

14. RELOCATION ASSISTANCE BENEFITS (P.L. 91-646)

There are no relocations necessary for this project.

15. MINERAL/TIMBER ACTIVITY

There is no mineral or timber activity anticipated for this project.

16. UTILITY/FACILITY RELOCATIONS

There are no utility or facility relocations required for this project.

17. ZONING

No rezoning is anticipated to support the project features.

18. SCHEDULE

The sponsors will be able to provide the necessary Authorization for Entry for Construction and Attorney’s Certification in accordance with the project schedule. The sponsors will certify that they are vested with sufficient right, title, and interest in land to complete the project. It is anticipated that the PPA for this project will be signed in the month of April 2021.

Activity	Timeframe
Project Sponsorship Agreement Signed by NFS	Day 0
Real Estate Map Complete	PPA Agreement + 1 month
Notice to Acquire Sent To NFS	Real Estate Map + 6 weeks
NFS Begins Acquisition	Notice to Acquire + 2 weeks
Real Estate Acquisition Complete	NFS Owns the Land in Fee
Certification of Real Estate	Real Estate Acquisition Complete + 3 months
Construction Contract Ready To Advertise Date	Certification of Real Estate + 1 month
Total	7 months

19. VALUES

The estimated costs for this Project are as follows:

Estate	Acres	Costs
Fee	19.49	\$132,759
Temp Work Area/Road Easement	7.37	8,844
Navigation Servitude	10.55	0
Total Lands		\$141,603
	LERRD Total	\$141,603
	Lands Incremental Costs (10%)	\$14,160
	Sponsor Administrative Costs	\$0
	Total	\$155,763

The value of the lands, relocations, and disposal areas required for the Project was determined by an Informal Value Estimate (IVE) calculated by LRL District Appraiser on or about July 22, 2020.

This type of valuation is utilized in accordance with Regulation No. 405-1-04 U.S. Army Corps of Engineers, Real Estate Appraisal.

The estimated value of LERRD is a preliminary estimate which may decrease or increase upon completion of an appraisal. In addition to the limitations of the valuation processes and methods used to develop the estimates, there are areas of risk identified that potentially could impact the estimates significantly. To the extent possible, these risk items have been quantified and added as incremental costs. The NFS will not receive LERRD credit for this project since the project is 100% federally funded.

The Federal administrative costs are estimated to be \$20,000. This includes funds for NFS oversight of four (4) sponsors, mapping consultation and coordination, certification of real estate, and IVE coordination and review. This amount is an estimate and may increase or decrease based on actual acquisition and oversight needs.

20. SPONSOR CAPABILITY

Three of the project sponsors (Foss, Glencoe, and Lake Bluff) are park districts which are a separate unit of municipal government. One of the project sponsors, Evanston, is a city government. Each of the sponsors possess condemnation authority and have the ability to contract for real estate services. Based on preliminary assessment, all sponsors are considered moderately capable for real estate.

A sponsor Capability Assessment has been completed for this project and identified as Exhibit “B”.

21. PROJECT SUPPORT AND OWNER ATTITUDE/ISSUES

The sponsors are fully supportive of this project. The sponsors submitted initial Letters of Intent in July 2017 and will submit updated Letters of Intent upon request from USACE. Contrastingly, public concerns about Waukegan Harbor’s history as a Superfund site is an area of known controversy related to the project. Despite Waukegan Harbor’s past as a superfund site, its sources of contamination have been addressed and remediated since 2019. Waukegan Harbor is currently in the final process of being delisted as a Superfund site.

The Johns-Manville site, an asbestos disposal area in Waukegan, represents another known area of concern among a portion of area community members. Operation of the Johns-Manville site ceased in 1998. EPA facilitated the cleanup of this site and air: Soil cover and groundwater are periodically sampled to ensure public safety.

Although there is some concern from some members of the public related to the potential for contamination in dredged material from Waukegan Harbor, sampling conducted by USACE, as well as other independent parties, has repeatedly found no contaminants of concern (including polychlorinated biphenyls). These results support the conclusion that sand dredged from Waukegan Harbor is not a risk to human health. The Chicago District will continue to sample in accordance with its permits and the Great Lakes Testing Manual and make sampling results

available to the public.

22. SPONSOR NOTIFIED OF RISK OF ADVANCED ACQUISITION

The City of Evanston, Foss Park District, Glencoe Park District, and Lake Bluff Park District were notified of the risks of advance acquisition in writing.

23. OTHER RELEVANT REAL ESTATE ISSUES

There are no cemeteries within the project area. No special aquatic sites including wetlands are impacted by the project.

The Detroit District Real Estate Division will coordinate, monitor, and assist with all real estate activities undertaken by the non-Federal Sponsor. If any acquisition activities are required by the non-Federal Sponsor, the Real Estate Division will assure that the acquisition process is conducted in compliance with Federal and State Laws, specifically, the requirements under the Federal Uniform Relocation and Acquisition Act (P.L. 91-646). The Real Estate Division will attend district team meetings, and also review and provide input into draft and final reports prepared by the district team.

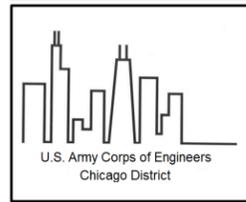
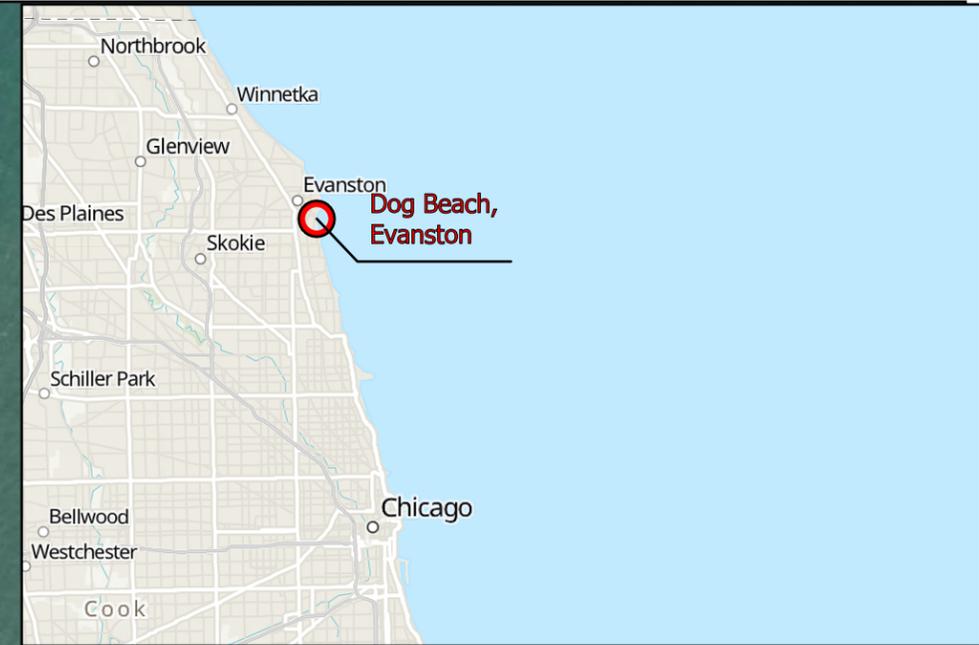
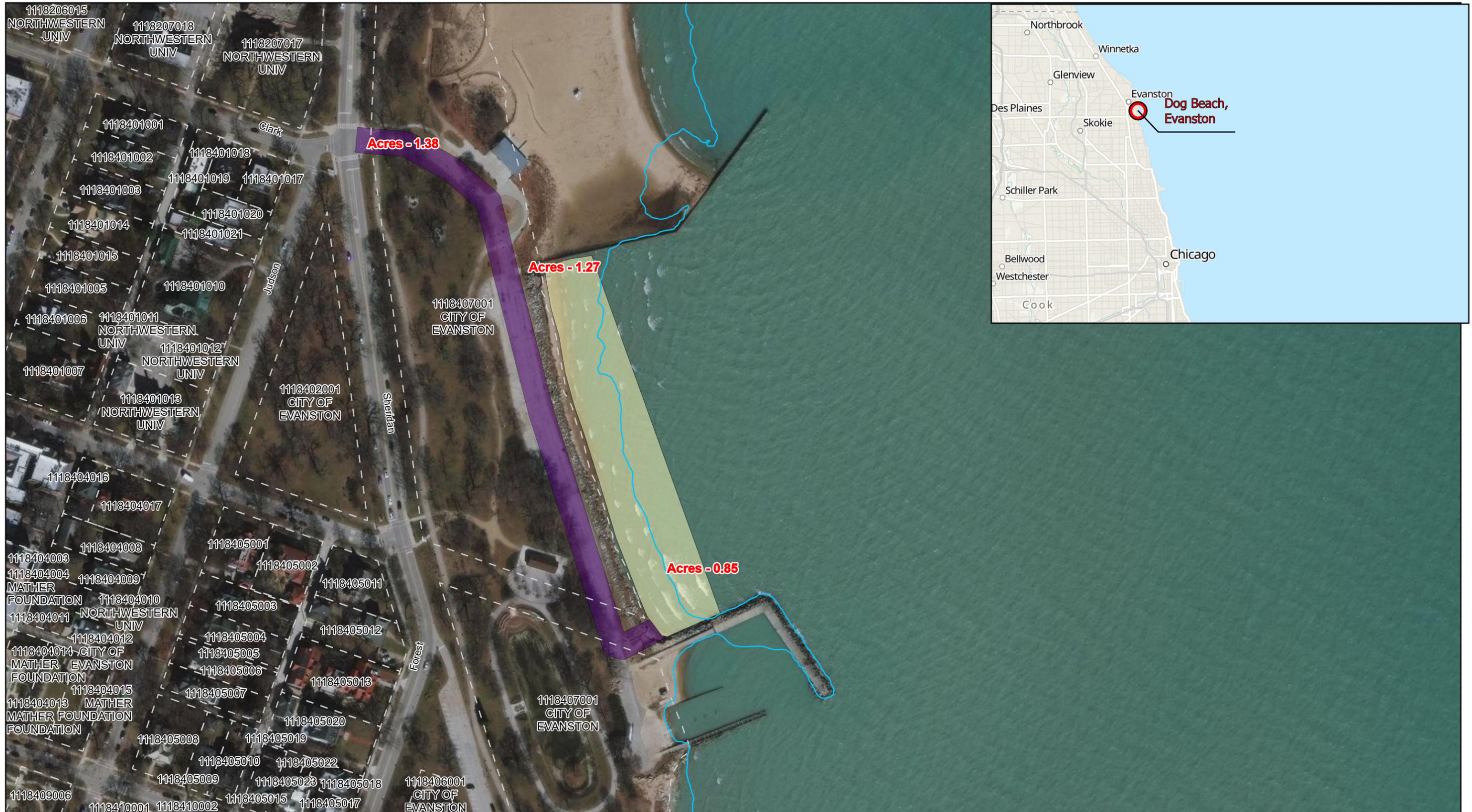
Prepared By:

Lillian Harris
Realty Specialist
Buffalo, Chicago, & Detroit Districts

Approved By:

ANDREW SHELTON
Chief, Real Estate
Buffalo, Chicago, & Detroit Districts

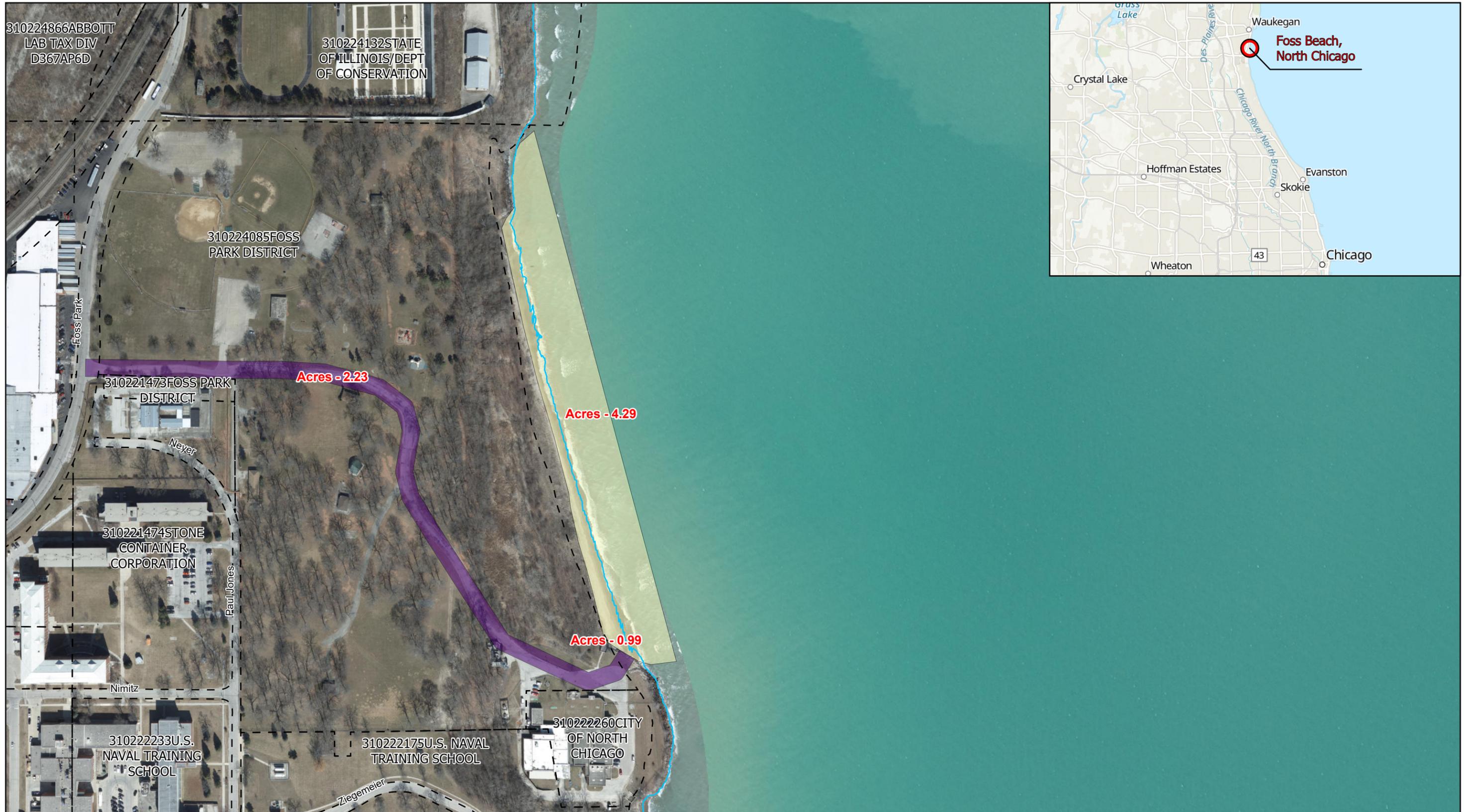
EXHIBIT A



- Legend**
- Road Easement
 - Temporary Work Area Easement
 - HWM - 581.5
 - Parcels_Cook



Waukegan Harbor - Sec 1122
 Real Estate Map
 Dog Beach
 Evanston, IL
 Date Modified: 7/10/2020



310224866 ABBOTT
LAB TAX DIV
D367AP6D

310224132 STATE
OF ILLINOIS/DEPT
OF CONSERVATION

310224085 FOSS
PARK DISTRICT

310221473 FOSS PARK
DISTRICT

Acre - 2.23

Acre - 4.29

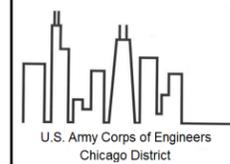
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CONTAINER
CORPORATION

Acre - 0.99

310222233 U.S.
NAVAL TRAINING
SCHOOL

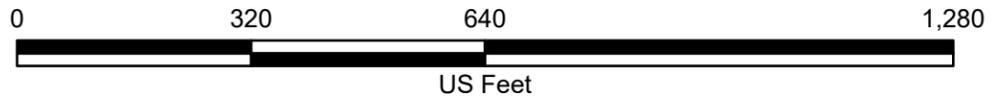
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TRAINING SCHOOL

310222260 CITY
OF NORTH
CHICAGO



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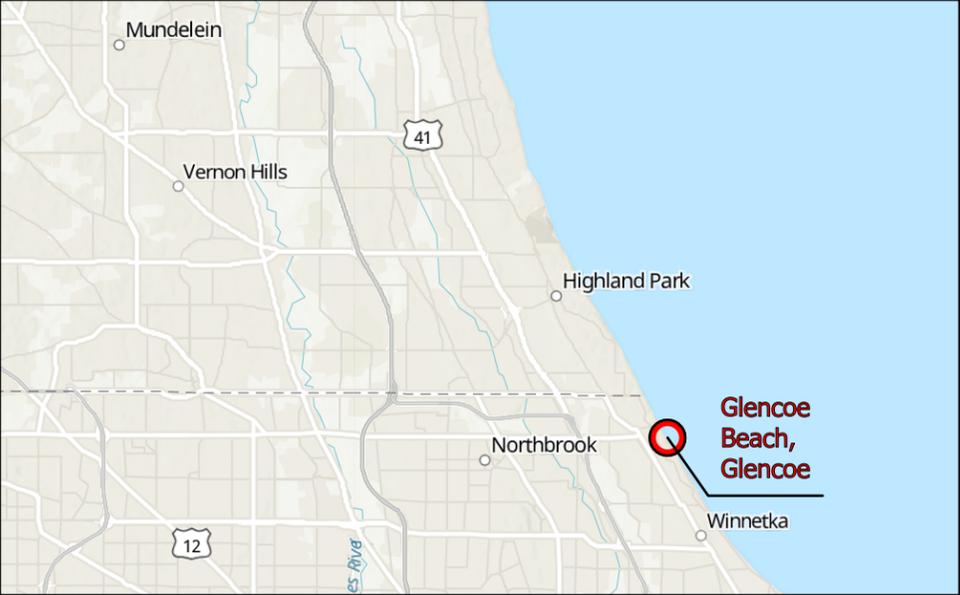
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- Temporary Work Area Easement
- Parcels_Lake
- HWM - 581.5



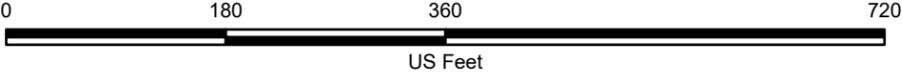
Waukegan Harbor - Sec 1122

Real Estate Map
Foss Park Beach
North Chicago, IL

Date Modified: 7/10/2020



- Legend**
- Road Easement
 - Temporary Work Area Easement
 - Parcels
 - HWM - 581.5



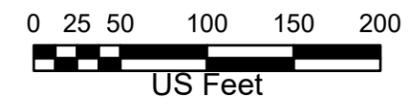
Waukegan Harbor - Sec 1122
 Real Estate Map
 Glencoe Beach
 Glencoe, IL
 Date Modified: 7/10/2020



U.S. Army Corps of Engineers
Chicago District

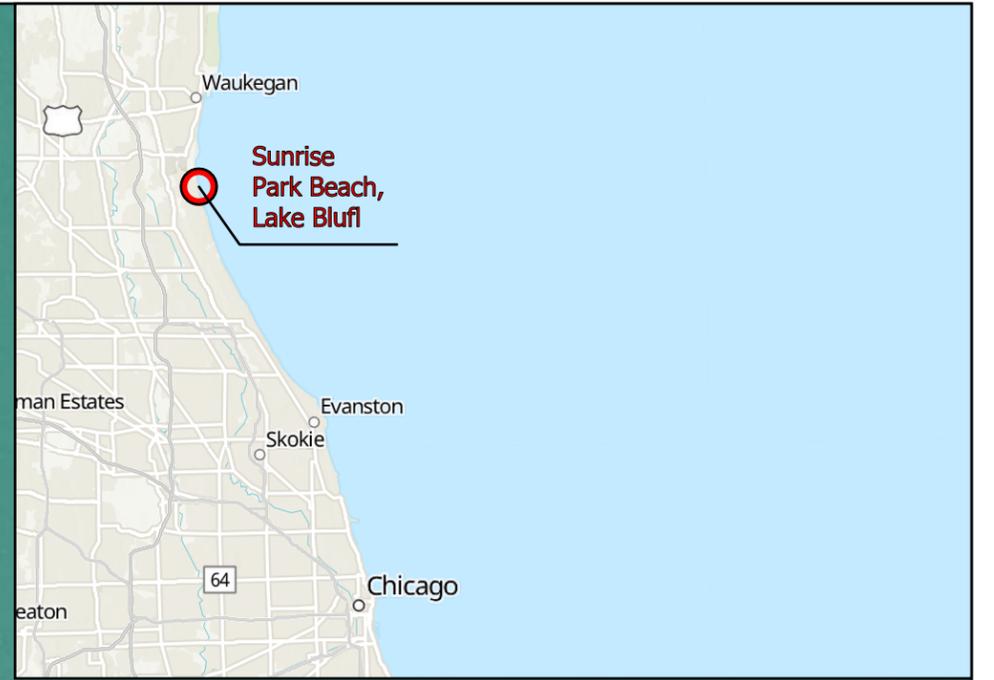
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- Temporary Work Area Easement
- Road Easement
- HWM - 581.5
- Parcels_Cook



Waukegan Harbor - Sec 1122
Real Estate Map
Lee Street Beach
Evanston, IL

Date Modified: 7/10/2020



Legend

- Road Easement
- Temporary Work Area Easement
- Parcels
- HWM - 581.5

U.S. Army Corps of Engineers
Chicago District

0 225 450 900
US Feet

Waukegan Harbor - Sec 1122

Real Estate Map
Sunrise Park Beach
Lake Bluff, IL

Date Modified: 7/22/2020

EXHIBIT B

**BENEFICIAL USE OF DREDGED MATERIAL PILOT
SECTION 1122 PROJECT
CITY OF EVANSTON
ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY**

Sponsor(s): City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
ATTN: Parks Recreation and
Community Services

Authority: Section 1122

Non-Federal Sponsor Real Estate Contact:

Lawrence Hemingway
lhemingway@cityofevanston.org
(847) 448-8267

I. Legal Authority

- a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?**

Yes No

The Non-Federal Sponsor is authorized to acquire and own land by authority of 65 ILCS 5/11-76.1-1.

Note: The sponsor owns the land required for this project.

- b. Does the non-Federal Sponsor have the power of eminent domain for this project?**

Yes No

The city of Evanston's use of eminent domain is authorized by 735 ILCS 30/1.

Note: The sponsor owns the land required for this project. It is not anticipated that the exercise of eminent domain will be necessary for this project.

c. Does the non-Federal Sponsor have “quick-take” authority for this project?

Yes No

The Non-Federal Sponsor’s “quick-take” authority is authorized by 735 ILCS 30/20-5-5.

Note: The sponsor owns the land required for this project. It is not anticipated that the exercise of quick-take will be necessary for this project.

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.

Yes No

e. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes No

Note: Condemnation would not be required for the project, as the City of Evanston owns the placement location in fee.

f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 05/05/20.

http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf

II. Financial Capability

a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes No

b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes No

III. Willingness To Participate

- a. **The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.**

Yes No

Letter of Intent from the NFS dated 03/12/18.

Note: It is anticipated that the sponsor will be requested to submit an updated Letter of Intent.

- b. **The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.**

Yes No

- c. **The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.**

Yes No

Note: The sponsor owns the land required for this project. It is not anticipated that Eminent domain will be required for this project.

IV. Acquisition Experience and Capability

- a. **Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.**

Yes No

- b. **The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.**

Yes No

- c. **The non-Federal Sponsor can obtain contractor support and meet project schedules.**

Yes No

- d. The non-Federal Sponsor's staff is located within a reasonable proximity to the project site.**

Yes No

- e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?**

Yes No

Note: If YES; provide a summary of the level of support that will be requested. Will a Memorandum of Agreement be required in accordance with the Project Partnership Agreement?

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes No

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes No

Note: While the sponsor has been informed about, and expresses understanding of LERRD credits, the sponsor understands that LERRD credits are not applicable for this project, as the project is 100% federally funded.

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: Moderately Capable.

Note: The NFS has not completed previous projects with USACE.

- a. Fully Capable: *Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.*
- b. Moderately Capable: *Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by _____.*
- c. Marginally Capable: *Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
- d. Insufficiently Capable: *Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
Will rely on _____ to hold title.

Summarize what support will be provided to the non-Federal Sponsor to ensure project success.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes No

This assessment has been coordinated with:

Name: Lawrence Hemingway

Title: Director of Parks Recreation and Community Services

Prepared by:

Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by _____, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Chief, Real Estate Division
Great Lakes Region

Non-Federal Sponsor Representative:

Signature: _____

Name: _____

Title: _____

Date: ____/____/____

- d. **The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.**

Yes No

- e. **Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?**

Yes No

Note: Condemnation would not be required for the project, as Foss Park District owns the placement location in fee.

- f. **The non-Federal Sponsor was provided the Local Sponsors Toolkit on 05/06/20.**
http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf

II. Financial Capability

- a. **The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.**

Yes No

- b. **It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).**

Yes No

III. Willingness To Participate

- a. **The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.**

Yes No

Letter of Intent from the NFS dated 03/12/18.

Note: It is anticipated that the sponsor will be requested to submit an updated Letter of Intent.

- b. **The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.**

Yes No

- c. **The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.**

Yes No

Note: The sponsor owns the land required for this project. It is not anticipated that Eminent domain will be required for this project.

IV. Acquisition Experience and Capability

- a. **Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.**

Yes No

- b. **The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.**

Yes No

- c. **The non-Federal Sponsor can obtain contractor support and meet project schedules.**

Yes No

- d. **The non-Federal Sponsor's staff is located within a reasonable proximity to the project site.**

Yes No

- e. **Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?**

Yes No

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes No

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes No

Note: While the sponsor has been informed about, and expresses understanding of LERRD credits, the sponsor understands that LERRD credits are not applicable for this project, as the project is 100% federally funded.

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: Moderately Capable.

Note: The NFS has not completed previous projects with USACE.

- a. Fully Capable: *Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & "quick-take" authority) required to provide LERRD.*
- b. Moderately Capable: *Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by _____.*
- c. Marginally Capable: *Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
- d. Insufficiently Capable: *Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.
Will rely on _____ to hold title.*

Summarize what support will be provided to the non-Federal Sponsor to ensure project success.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes No

This assessment has been coordinated with:

Name: Kari Cowart

Title: Executive Director

Prepared by:

Lillian Harris

Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by _____, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Chief, Real Estate Division
Great Lakes Region

Non-Federal Sponsor Representative:

Signature: Kari Cowart

Name: Kari Cowart

Title: Executive Director

Date: 07 / 30 / 2020

**BENEFICIAL USE OF DREDGED MATERIAL PILOT
SECTION 1122 PROJECT
GLENCOE PARK DISTRICT
ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY**

Sponsor(s): Glencoe Park District
999 Green Bay Road
Glencoe, IL 60022
847-835-3030

Authority: Section 1122

Non-Federal Sponsor Real Estate Contact:

Bobby Collins – (847) 835-7535
Glencoe Park District
Glencoe, IL 60022
bcollins@glencoeParkDistrict.com

I. Legal Authority

- a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?**

Yes No

The Non-Federal Sponsor is authorized to acquire and own land by authority of 70 ILCS 1205/10-1 and 70 ILCS 1205/10-3.

Note: The sponsor owns the land required for this project.

- b. Does the non-Federal Sponsor have the power of eminent domain for this project?**

Yes No

The use of eminent domain is authorized by 70 ILCS 1205/8-1, 70 ILCS 1225/2.5, and 735 ILCS 30/1-1-5.

Note: The sponsor owns the land required for this project. It is not anticipated that the exercise of eminent domain will be necessary for this project.

c. Does the non-Federal Sponsor have “quick-take” authority for this project?

Yes No

The Non-Federal Sponsor’s “quick-take” authority is authorized by 735 ILCS 30/20-5-5.

Note: The sponsor owns the land required for this project. It is not anticipated that the exercise of quick-take will be necessary for this project.

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.

Yes No

e. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes No

Note: Condemnation would not be required for the project, as Glencoe Park District owns the placement location in fee.

f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 07/08/20.

http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf

II. Financial Capability

a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes No

b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes No

III. Willingness To Participate

- a. **The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.**

Yes No

Letter of Intent from the NFS dated 03/12/18.

Note: It is anticipated that the sponsor will be requested to submit an updated Letter of Intent.

- b. **The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.**

Yes No

- c. **The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.**

Yes No

Note: The sponsor owns the land required for this project. It is not anticipated that Eminent domain will be required for this project.

IV. Acquisition Experience and Capability

- a. **Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.**

Yes No

- b. **The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.**

Yes No

- c. **The non-Federal Sponsor can obtain contractor support and meet project schedules.**

Yes No

- d. The non-Federal Sponsor’s staff is located within a reasonable proximity to the project site.**

Yes No

- e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?**

Yes No

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes No

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes No

Note: While the sponsor has been informed about, and expresses understanding of LERRD credits, the sponsor understands that LERRD credits are not applicable for this project, as the project is 100% federally funded.

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: Moderately Capable.

Note: The NFS has not completed previous projects with USACE.

- a. Fully Capable: *Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.*
- b. Moderately Capable: *Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by _____.*
- c. Marginally Capable: *Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
- d. Insufficiently Capable: *Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
Will rely on _____ to hold title.

Summarize what support will be provided to the non-Federal Sponsor to ensure project success.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes No

This assessment has been coordinated with:

Name: Bobby Collins

Title: Director of Recreation and Facilities

Prepared by:

Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by _____, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Chief, Real Estate Division
Great Lakes Region

Non-Federal Sponsor Representative:

Signature: _____

Name: _____

Title: _____

Date: ____/____/____

**BENEFICIAL USE OF DREDGED MATERIAL PILOT
SECTION 1122 PROJECT
LAKE BLUFF PARK DISTRICT
ASSESSMENT OF NON-FEDERAL SPONSOR
REAL ESTATE ACQUISITION CAPABILITY**

Sponsor(s): Lake Bluff Park District
355 W. Washington Avenue
Lake Bluff, IL 60044

Authority: Section 1122

Non-Federal Sponsor Real Estate Contact:

Jim Lakeman
(630) 207-7128 (cell) (847) 457-7343 (office)
jlakeman@lakebluffparkdistrict.org

I. Legal Authority

- a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?**

Yes No

The Non-Federal Sponsor is authorized to acquire and own land by authority of 65 ILCS 5/11-76.1-1.

Note: The sponsor owns the land required for this project.

- b. Does the non-Federal Sponsor have the power of eminent domain for this project?**

Yes No

Lake Bluff Park District's use of eminent domain is authorized by 735 ILCS 30/1.

Note: The sponsor owns the land required for this project. It is not anticipated that the exercise of eminent domain will be necessary for this project.

c. Does the non-Federal Sponsor have “quick-take” authority for this project?

Yes No

The Non-Federal Sponsor’s “quick-take” authority is authorized by 735 ILCS 30/20-5-5.

Note: The sponsor owns the land required for this project. It is not anticipated that the exercise of quick-take will be necessary for this project.

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.

Yes No

e. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes No

Note: Condemnation would not be required for the project, as the Lake Bluff Park District owns the placement location in fee.

f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 05/05/20.
http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf

II. Financial Capability

a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes No

b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes No

III. Willingness To Participate

- a. The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.**

Yes No

Letter of Intent from the NFS dated 03/12/18.

Note: It is anticipated that the sponsor will be requested to submit an updated Letter of Intent.

- b. The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.**

Yes No

- c. The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.**

Yes No

Note: The sponsor owns the land required for this project. It is not anticipated that Eminent domain will be required for this project.

IV. Acquisition Experience and Capability

- a. Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.**

Yes No

- b. The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.**

Yes No

- c. The non-Federal Sponsor can obtain contractor support and meet project schedules.**

Yes No

- d. **The non-Federal Sponsor’s staff is located within a reasonable proximity to the project site.**

Yes No

- e. **Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?**

Yes No

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes No

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes No

Note: While the sponsor has been informed about, and expresses understanding of LERRD credits, the sponsor understands that LERRD credits are not applicable for this project, as the project is 100% federally funded.

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: Moderately Capable.

Note: The NFS has not completed previous projects with USACE.

- a. Fully Capable: *Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.*
- b. Moderately Capable: *Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by _____.*
- c. Marginally Capable: *Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
- d. Insufficiently Capable: *Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____.*
Will rely on _____ to hold title.

Summarize what support will be provided to the non-Federal Sponsor to ensure project success.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes No

This assessment has been coordinated with:

Name: Jim Lakeman

Title: Superintendent of Recreation Facility and Safety Services

Prepared by:

Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by _____, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Chief, Real Estate Division
Great Lakes Region

Non-Federal Sponsor Representative:

Signature: _____

Name: _____

Title: _____

Date: ____/____/____